

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

BLUE SKY TOWERS II, LLC
d/b/a BSTMA II, LLC

Plaintiff

v.

CASE No. 1:19-cv-12333

TOWN OF MASHPEE,
TOWN OF MASHPEE
PLANNING BOARD, and
MARY WAYGAN, JOSEPH CUMMINGS,
JOSEPH CALLAHAN, JOHN PHELAN
and DENNIS BALZARINI,
as they are members of the PLANNING
BOARD OF THE TOWN OF MASHPEE,

Defendants.

FINAL JUDGMENT

These matters having come before this court on the parties' Agreement for Judgment, it is hereby adjudged and ordered as follows:

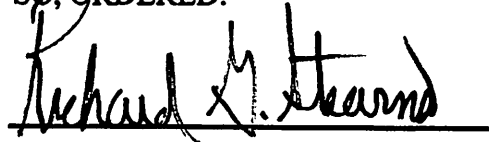
1. Final Judgment shall enter in favor of Plaintiff Blue Sky Towers II, LLC d/b/a BSTMA II, LLC on Counts 1 and 2 of the Complaint.
2. The written decision of Defendant Town of Mashpee Planning Board dated October 16, 2019, denying Plaintiff's application for a special permit for a 150-foot multi-user monopole type personal wireless service facility is hereby vacated.

3. The Plaintiffs shall be permitted to construct a personal wireless service facility in accordance with the plans submitted with the Agreement for Judgment as Exhibit A (“Plans”) subject to the following conditions:
 - a. The monopole-type personal wireless service facility shall be 150 feet in height and capable of permitting the co-location of up to four (4) wireless service providers and the Town of Mashpee’s public safety equipment (for police, fire and emergency medical services);
 - b. The Plaintiff shall permit the Town of Mashpee to install public safety antennas (for police, fire and emergency medical services) on the tower and place its equipment within the ground space as shown on the Plans and as otherwise stipulated in the Lease. The Plaintiff shall not require the payment of rent for any such antennas or equipment so long as the tower or any replacement thereof exists, provided however that: (i) the Town of Mashpee shall be responsible for all other costs associated with said equipment including but not limited to the purchase price of the equipment, installation, installation expenses, insurance, maintenance costs, and utilities and (ii) the Town of Mashpee shall enter into a mutually acceptable lease agreement with Blue Sky, which shall establish the specific terms and conditions for the co-location of the Town of Mashpee’s equipment at the Facility.
4. By virtue of this Final Judgment and the Agreement for Judgment, the Town of Mashpee and the Mashpee Planning Board shall be deemed to have issued the necessary special permit for the construction and operation of the personal wireless service facility approving the personal wireless service facility in accordance with the

Plans without the necessity of further meetings, hearings, or action of any kind by any Party;

5. The Plaintiff shall apply for and obtain a building, electrical, and any other required non-discretionary permits with the Town of Mashpee pursuant to and in accordance with all applicable rules, standards, and procedures prior to constructing the Facility. The Town of Mashpee shall promptly issue said permits in accordance with this Final Judgment and the Agreement for Judgment.
6. Each Party shall bear its own costs and attorney's fees.

SO ORDERED:

A handwritten signature in black ink, appearing to read "Richard M. Hearn", is written over a horizontal line.

United States District Court

Dated: 1-8-20.